

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC 954-797-1842

PREPARED BY: Julie Downey, Assistant Chief EMS / 954-797-1189

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CITY COLLEGE (CC), A NON PROFIT CORPORATION, TO ALLOW STUDENTS TO PARTICIPATE IN EMERGENCY MEDICAL SERVICE (EMS) FIELD CLINICALS.

REPORT IN BRIEF: City College (CC) conducts educational programs through the Health Science Education for the purpose of providing skilled workers in the field of Fire Rescue Services. Davie Fire Rescue has the facilities to assist in the education programs and allow adult Emergency Medical Technicians (EMT) and Paramedic students to participate in emergency medical service field clinicals. Presently, the Town has similar agreements with other educational institutions.

There are no changes to the terms and conditions for the allowable September 1, 2009 through September 1, 2010 year renewal period. Renewals will be handled administratively by department staff.

PREVIOUS ACTIONS: R2008-221

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account name and number:

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, City College Affiliation Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CITY COLLEGE (CC), A NON PROFIT CORPORATION TO ALLOW STUDENTS TO PARTICIPATE IN EMERGENCY MEDICAL SERVICE (EMS) FIELD CLINICALS.

WHEREAS, City College (CC) conducts educational programs through the Health Science Education for the purpose of providing skilled workers in the field of Fire Rescue Services; and

WHEREAS, Davie Fire Rescue has the facilities to assist in the education programs and allow adult Emergency Medical Technicians (EMT) and Paramedic students to participate in emergency medical service field clinicals; and

WHEREAS, this agreement will benefit both parties by providing trained Emergency Medical Technicians (EMT) and Paramedics.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorized the Mayor or designee to enter into an agreement with City College for a period of one (1) year effective September 1, 2009 through September 1, 2010; renewals will be handled administratively by departmental staff.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009

AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and between

CITY COLLEGE
(herein referred to CC)
a non profit corporation,
whose principal place of business is
2000 West Commercial Blvd.
Ft. Lauderdale, FL 3309

and

TOWN OF DAVIE
(hereinafter referred to as "Town"),
whose principal place of business is
6905 SW 45 Street
Davie, Florida 33314

WHEREAS, CC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the health care field; and

WHEREAS, the Town has the clinical facilities necessary to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Program Purpose.** The education of the student shall be the primary purpose of the programs.

2.02 **Term of Agreement.** The term of this Agreement shall be for the period is commencing on September 01, 2009 through September 01, 2010 and from year to year thereafter except that either party may terminate this Agreement by giving sixty (60) days written notice (registered mail) to the party.

2.03 **Instruction and Curriculum.** CC shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education and within CC Policies and Procedures. All faculty provided by CC shall be duly licensed, certified or otherwise qualified to participate in the program. Neither CC or any participating student or faculty member shall interfere with or adversely affect the Town's operations or the Town's provision of health care services.

2.04 **Telephone Consultation.** CC shall provide faculty or school administration for consultation with the agency by telephone at any given time during which students are on the Town's premises without supervision by an instructor.

2.05 **Course Materials.** Upon request, CC shall provide the Town copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.06 **Educational Plan.** CC faculty will prepare an educational plan in conjunction with Town staff prior to the placement of students with the Town. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The faculty shall be responsible for maintaining cooperative relationships with Town staff. The Town shall provide opportunities for participating students to observe and assist in various aspects of patient care.

2.07 **Approval/Accreditation Status.** Through its administrators and faculty, CC shall maintain approval/accreditation status for those programs in the health care field as it relates to the emergency medical technician and paramedic studies.

2.08 **Supervision of Clinical Experiences.** Students participating in the Emergency Medical Technician Program or Paramedic for clinical educational experiences directly related to patient care shall be supervised by Town personnel.

2.09 **Student Evaluation.** Upon the request of CC, the Town shall assist in the evaluation of student performance. However, CC shall be responsible for guidance, direction and supervision of students participating in the program. The Town shall be responsible at all times for patient care.

2.10 **Number of Assigned Students.** CC and the Town agree that the determination of the number of students to be assigned to the Town shall be at the discretion of the Town, based on a variety of factors including, but not limited to, staff and space availability.

2.11 **Program Uniforms.** CC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on the Town's premises.

2.12 **Students are Not Agency Employees.** CC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the Town. Students are not employees, servants, agents or volunteers of CC.

2.13 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the Town as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Town's staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

2.14 **Discontinued Student Placement.** CC reserves the right to refuse or discontinue the placement of students if the Town does not meet the professional educational requirements and standards of CC. The Town reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the Town as determined by the Town, following collaboration with CC personnel. The Town reserves the right to immediately remove from its premises, and to prohibit from future participation, any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

2.15 **Infectious Diseases and Student Immunizations.** CC shall advise students of the risk of infectious diseases and that the Town is not responsible for exposure to infectious diseases. CC shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis. BCC shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

2.16 **Personal Property.** The Town shall not be responsible for the personal property belonging to CC, CC faculty or students participating in the program.

2.17 **Participant's Medical Care.** CC and/or the students participating in the program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at the Town's premises. In no event shall the Town be financially or otherwise responsible for said medical care and treatment.

2.18 **Emergency Health Care Services.** The Town shall provide immediate emergency health care services to faculty and students participating in the program in the event of accidental injury or illness while on the Town's premises. At the time of providing such services, the Town and emergency health care facility shall accept assignment of the affected individual's personal or student basic accident insurance policy. The Town shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.19 **Agency Accreditation/Licensure.** accreditation/licensure status to CC.

The Town shall provide proof of its

2.20 **Professional Liability Insurance Coverage.** CC shall provide the agency proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for each student and faculty member. Students shall be required to be covered by their own health or accident insurance.

2.21 **Agency Insurance.** The Town maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the Town if the Town possesses sovereign immunity.

2.22 **Criminal Background Check and Drug Screening.**

All health science education students at CC who participate in a clinical experience at the Town, must take and successfully pass a criminal background check and a nine panel drug screening test. The background check will be conducted by CC and will retain copies.

2.23 **Indemnification.** CC shall and does agree to defend, indemnify, and hold harmless the Davie Fire Rescue, its directors, officers, stock-holders, and employees from and against any and all claims, demands, liabilities, damages, and expenses for injury to persons or damage to property to have been caused directly or indirectly by the negligent acts of, or as a result of the performance of duties by CC, its officers, directors, agents, servants, or employees under this agreement to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such indemnification shall be limited to and shall not exceed the amount of insurance coverage applicable to such an indemnification agreement provided to CC by the Florida Community College Risk management Consortium. Each party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

2.24 **Compliance with HIPAA** CC and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the Town and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the Town. CC will train all students related to HIPAA compliance prior to enrollment in any clinical course. CC agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 162 (collectively, the "Regulations"). CC shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. CC will implement appropriate safeguards to prevent the use of disclosure of Protected Health Information other than as contemplated by this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any town to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.05 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.06 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.07 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance with Laws.** In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal and state laws, codes, rules and regulations including, without limitation, applicable BCC policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

3.10 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from CC.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Place of Performance.** All obligations of CC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To City College:	City College 2000 West Commercial Blvd. Ft. Lauderdale, Florida 33309
To Fire Chief :	Fire Chief Joseph Montipoli Town of Davie Fire Rescue Department 6901 Orange Drive Davie, Florida 33314
To Chief EMS:	Julie Downey, Assistant Chief Town of Davie Fire Rescue Department 6901 Orange Drive Davie, Florida 33314
To Town Attorney:	John Rayson, Town Attorney 6169 SW 45 Street Suite 6151A Davie, Florida 33314
To Town Administrator:	Gary Shimun, Town Administrator 6591 Orange Drive Davie, Florida 33314

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written. The undersigned hereby approve this Affiliation Agreement:
CITY COLLEGE, FLORIDA.

ATTEST: By: PE Inke, Pres Date: 08/21/09
City College, President

ATTEST: By: _____ Date: _____
Town of Davie, Mayor

By: _____ Date: _____
Town of Davie Fire Rescue Department, Fire Chief

Town Clerk Office/Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Agency Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.